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7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9

10 TERRENCE JOHNSON,
11

12 Plaintiff,
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14 v.
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16 COUNTY OF RIVERSIDE; and DOE
17 DEPUTIES 1 – 10,
18

19 Defendants.
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Case No.: 5:25-cv-00738-RGK (SHKx)

STIPULATED PROTECTIVE ORDER

Action Filed: March 21, 2025

Pretrial Conference: XXX

Trial Date: XXX

Assigned to:

Hon. R. Gary Klausner

U.S. District Court Judge

Courtroom 850

22 1. A. PURPOSES AND LIMITATIONS

23 Discovery in this action is likely to involve production of confidential,
24 proprietary, or private information for which special protection from public
25 disclosure and from use for any purpose other than prosecuting this litigation may be
26 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the
27 following Stipulated Protective Order. The parties acknowledge that this file
28 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures

1 that must be followed and the standards that will be applied when a party seeks
2 permission from the court to file material under seal Order does not confer blanket
3 protections on all disclosures or responses to discovery and that the protection it
4 affords from public disclosure and use extends only to the limited information or items
5 that are entitled to confidential treatment under the applicable legal principles. The
6 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
7 Protective Order does not entitle them to file confidential information under seal;
8 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
9 standards that will be applied when a party seeks permission from the court to file
10 material under seal.

11
12 B. GOOD CAUSE STATEMENT

13 In light of the nature of the claims and allegations in this case and the parties'
14 representations that discovery in this case will involve the production of confidential
15 records (including but not limited to employment/personnel records and information of
16 individually named Defendants and/or other employees of the County). In addition,
17 Defendants anticipate conducting discovery as to any potential criminal history of
18 Plaintiff and law enforcement interactions, which may include disclosure of sealed ,
19 confidential or otherwise sensitive information. In order to expedite the flow of
20 information, to facilitate the prompt resolution of disputes over confidentiality of
21 discovery materials, to adequately protect information the parties are entitled to keep
22 confidential, to ensure that the parties are permitted reasonable necessary uses of such
23 material in connection with this action, to address their handling of such material at the
24 end of the litigation, and to serve the ends of justice, a protective order for such
25 information is justified in this matter. The parties shall not designate any
26 information/documents as confidential without a good faith belief that such
27 information/documents have been maintained in a confidential, non-public manner, and
28 that there is good cause or a compelling reason why it should not be part of the public

record of this case.

2. DEFINITIONS

2.1 Action: *Terrence Johnson v, County of Riverside, et al., USDC Case Number 5:25-cv-00738-RGK (SHKx).*

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party

1 to this Action but are retained to represent or advise a party to this Action and have
2 appeared in this Action on behalf of that party or are affiliated with a law firm which has
3 appeared on behalf of that party, and includes support staff.

4 2.11 Party: any party to this Action, including all of its officers, directors,
5 employees, consultants, retained experts, and Outside Counsel of Record (and their
6 support staffs).

7 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
8 Discovery Material in this Action.

9 2.13 Professional Vendors: persons or entities that provide litigation support
10 services (e.g., photocopying, videotaping, translating, preparing exhibits or
11 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
12 their employees and subcontractors.

13 2.14 Protected Material: any Disclosure or Discovery Material that is
14 designated as "CONFIDENTIAL."

15 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
16 from a Producing Party.

17
18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or
21 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations
22 of Protected Material; and (3) any testimony, conversations, or presentations by
23 Parties or their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the trial
25 judge. This Order does not govern the use of Protected Material at trial.

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1 4. DURATION

2 Once a case proceeds to trial, all of the information that was designated as
3 confidential or maintained pursuant to this protective order becomes public and will
4 be presumptively available to all members of the public, including the press, unless
5 compelling reasons supported by specific factual findings to proceed otherwise are made
6 to the trial judge in advance of the trial. See *Kamakana v. City and County of Honolulu*,
7 447 F.3d 1172, 1180-81 (9th 8 Cir. 2006) (distinguishing “good cause” showing for
8 sealing documents produced in discovery from “compelling reasons” standard when
9 merits-related documents are part of court record). Accordingly, the terms of this
10 protective order do not extend beyond the commencement of the trial.

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order shall remain in effect until a Designating Party agrees
13 otherwise in writing or a court order otherwise directs. Final disposition shall be
14 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or
15 without prejudice; and (2) final judgment herein after the completion and exhaustion
16 of all appeals, rehearings, remands, trials, or reviews of this Action, including the time
17 limits for filing any motions or applications for extension of time pursuant to applicable
18 law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
21 Party or Non-Party that designates information or items for protection under this Order
22 must take care to limit any such designation to specific material that qualifies under
23 the appropriate standards. The Designating Party must designate for items, or
24 communications for which protection is not warranted are not swept unjustifiably
25 within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations that
27 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
28 to unnecessarily encumber the case development process or to impose unnecessary

1 expenses and burdens on other parties) may expose the Designating Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it
3 designated for protection do not qualify for protection, that Designating Party must
4 promptly notify all other Parties that it is withdrawing the inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in this
6 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
7 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
8 must be clearly so designated before the material is disclosed or produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
14 contains protected material. If only a portion or portions of the material on a page
15 qualifies for protection, the Producing Party also must clearly identify the protected
16 portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection need
18 not designate them for protection until after the inspecting Party has indicated which
19 documents it would like copied and produced. During the inspection and before the
20 designation, all of the material made available for inspection shall be deemed
21 "CONFIDENTIAL." After the inspecting Party has identified the protection only those
22 parts of material, documents, items, or oral or written communications that qualify
23 so that other portions of the material, documents, documents it wants copied and
24 produced, the Producing Party must determine which documents, or portions thereof,
25 qualify for protection under this Order. Then, before producing the specified documents
26 the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains
27 Protected Material. If only a portion or portions of the material on a page qualifies for
28 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,

1 by making appropriate markings in the margins).

2 (b) for testimony given in depositions that the Designating Party identify
3 the Disclosure or Discovery Material on the record, before the close of the
4 deposition all protected testimony.

5 (c) for information produced in some form other than documentary and
6 for any other tangible items, that the Producing Party affix in a prominent place on the
7 exterior of the container or containers in which the information is stored the legend
8 “CONFIDENTIAL.” If only a portion or portions of the information warrants
9 protection, the Producing Party, to the extent practicable, shall identify the protected
10 portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
12 to designate qualified information or items does not, standing alone, waive the
13 Designating Party’s right to secure protection under this Order for such material. Upon
14 timely correction of a designation, the Receiving Party must make reasonable efforts to
15 assure that the material is treated in accordance with the provisions of this Order.

16
17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
19 designation of confidentiality at any time that is consistent with the Court’s
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process under Local Rule 37.1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on the
24 Designating Party. Frivolous challenges, and those made for an improper purpose
25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
26 expose the Challenging Party to sanctions. Unless the Designating Party has waived or
27 withdrawn the confidentiality designation, all parties shall continue to afford the
28 material in question the level of protection to which it is entitled under the

Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the

1 subpoena or court order shall not produce any information designated in this action as
2 “CONFIDENTIAL” before a determination by the court from which the subpoena or
3 order issued, unless the Party has obtained the Designating Party’s permission. The
4 Designating Party shall bear the burden and expense of seeking protection in that court
5 of its confidential material and nothing in these provisions should be construed as
6 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
7 from another court.

8
9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
10 IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a
12 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
13 produced by Non-Parties in connection with this litigation is protected by the
14 remedies and relief provided by this Order. Nothing in these provisions should be
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party’s confidential information in its possession, and the Party is
18 subject to an agreement with the Non-Party not to produce the Non-Party’s
19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-Party
21 that some or all of the information requested is subject to a confidentiality
22 agreement with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery request(s), and a reasonably
25 specific description of the information requested; and

26 (3) make the information requested available for inspection by the
27 Non-Party, if requested.

28 (c) If the Non-Party fails to seek a protective order from this court within

1 14 days of receiving the notice and accompanying information, the Receiving Party may
2 produce the Non-Party's confidential information responsive to the discovery request. If
3 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
4 information in its possession or control that is subject to the confidentiality
5 agreement with the Non-Party before a determination by the court. Absent a court
6 order to the contrary, the Non-Party shall bear the burden and expense of seeking
7 protection in this court of its Protected Material.

8
9 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
13 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to
14 retrieve all unauthorized copies of the Protected Material, (c) inform the person or
15 persons to whom unauthorized disclosures were made of all the terms of this Order, and
16 (d) request such person or persons to execute the "Acknowledgment and
17 Agreement to Be Bound" that is attached hereto as Exhibit A.

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19 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
20 PROTECTED MATERIAL

21 When a Producing Party gives notice to Receiving Parties that certain
22 inadvertently produced material is subject to a claim of privilege or other protection, the
23 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
24 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
25 established in an e-discovery order that provides for production without prior
26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
27 parties reach an agreement on the effect of disclosure of a communication or information
28 covered by the attorney-client privilege or work product protection, the parties may

1 incorporate their agreement in the stipulated protective order submitted to the court.

2
3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
10 to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
13 only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected Material under
15 seal is denied by the court, then the Receiving Party may file the information in the
16 public record unless otherwise instructed by the court.

17
18 13. FINAL DISPOSITION

19 After the final disposition of this Action, as defined in paragraph 4, within 60
20 days of a written request by the Designating Party, each Receiving Party must return all
21 Protected Material to the Producing Party or destroy such material. As used in this
22 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
23 summaries, and any other format reproducing or capturing any of the Protected
24 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
25 must submit a written certification to the Producing Party (and, if not the same person or
26 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
27 where appropriate) all the Protected Material that was returned or destroyed and (2)
28 affirms that the Receiving Party has not retained any copies, abstracts,

1 compilations, summaries or any other format reproducing or capturing any of the
2 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
3 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
4 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
5 work product, and consultant and expert work product, even if such materials contain
6 Protected Material. Any such archival copies that contain or constitute Protected
7 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).
8 14. Any violation of this Order may be punished by any and all appropriate
9 measures including, without limitation, contempt proceedings and/or monetary
10 sanctions.

11
12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13
14 DATED: May 8, 2025

15 /s/ Greg L. Kirakosian

16 Attorneys for Plaintiff(s)

17
18 DATED: May 8, 2025

19 /s/ Molshree Gupta

20 Attorneys for Defendant(s)

21
22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23 DATED: May 9, 2025

24
25 

26 Honorable Shashi H. Kewalramani
27 United States ~~District~~/Magistrate Judge
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____[print or type full name], of _____
_____[print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California on
[date] in the case of *Terrence Johnson v, County of Riverside, et al.*, USDC Case
Number 5:25-cv-00738-RGK (SHKx). I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order. I further agree to submit to the jurisdiction
of the United States District Court for the Central District of California for the
purpose of enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I hereby appoint
_____[print or type full name] of _____
_____[print or type full address and telephone number] as my California
agent for service of process in connection with this action or any proceedings related
to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

CERTIFICATE OF SERVICE

I am employed in the County of Los Angeles, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite 100, El Segundo, California 90245.

On May 8, 2025, I served the foregoing document described as **STIPULATED PROTECTIVE ORDER** on all interested parties in this action by placing a true copy thereof in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

By Mail I caused such envelope(s) to be deposited in the mail at El Segundo, California. The envelope was mailed with postage thereon fully prepaid and addressed to the parties listed on the Service List. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

XX **By Email** Based upon a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed in the Service List. My email address is mnixon@kmslegal.com.

XX **State** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 8, 2025, at El Segundo, California.

/s/ Maria Nixon
Maria Nixon

SERVICE LIST

540-17

Terrence Johnson v. County of Riverside, et al

USDC Case No.: 5:25-cv-00738-RGK (SHKx)

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